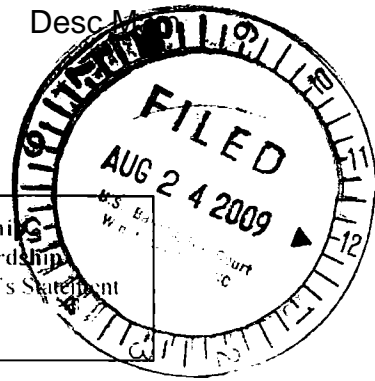


Form 240A - Reaffirmation Agreement (1/07)

☒ Presumption of Undue Hardship
☒ No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement
in Support of Reaffirmation Agreement.)



UNITED STATES BANKRUPTCY COURT

Middle District of North Carolina

In re Phyllis Cummings
Debtor

Case No. 09-40450
Chapter 7

FILED
U.S. Bankruptcy Court
Western District of NC

AUG 26 2009

David E. Welch, Clerk
Charlotte Division
CCH

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|--|---|
| <input checked="" type="checkbox"/> Part A: Disclosures, Instructions, and
Notice to Debtor (pages 1 - 5) | <input checked="" type="checkbox"/> Part D: Debtor's Statement in
Support of Reaffirmation Agreement |
| <input checked="" type="checkbox"/> Part B: Reaffirmation Agreement | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input checked="" type="checkbox"/> Part C: Certification by Debtor's Attorney | |

*[Note: Complete Part E only if debtor was not represented by an attorney during
the course of negotiating this agreement.]*

Name of Creditor: UNITED CONSUMER FINANCIAL SERV - KIRBY ✓

☐ *[Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the
Federal Reserve Act

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$ 950.00 ✓

*The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have
accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional
amounts which may come due after the date of this disclosure. Consult your credit agreement.*

RECEIVED
U.S. Bankruptcy Court
Western District of NC

AUG 26 2009

David E. Welch, Clerk
Charlotte Division
RMS

20

Form 240A - Reaffirmation Agreement (Cont.)
ANNUAL PERCENTAGE RATE

2

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ 0 ____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____ 0 ____%. If different simple interest rates apply to different balances included in the amount reaffirmed,

Form 240A - Reaffirmation Agreement (Cont.)

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the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

Item or Type of Item

Original Purchase Price or Original Amount of Loan

Vacuum

958.79

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ _____ is due on _____ (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: 19 (number) payments in the amount of \$ 50.00 each, payable (monthly, annually, weekly, etc.) on the 20 (day) of each month (week, month, etc.), unless altered later by mutual agreement in writing.

— Or — TO: BASS & ASSOCIATES
Beg 11/20/09

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

Form 240A - Reaffirmation Agreement (Cont.)

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2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

Form 240A - Reaffirmation Agreement (Cont.)

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PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Revolving credit, granting a purchase money security interest in items purchased on this account.

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

Interest rate reduced to (0) %.
Payment provisions changed.

SIGNATURES(S):

Debtor/Borrower:

Phyllis Cummings
(Print Name of Debtor)

Phyllis Cummings
(Signature)

Date: 08-04-09

Joint Debtor/Co-borrower.

If also reaffirming these debts:

(Print Name of Joint Debtor)

(Signature)

Date: _____

Accepted by creditor: [Must include Name
and Address of Creditor]

Name of Creditor: UNITED CONSUMER FINANCIAL SERV - KIRBY
(Printed Name of Creditor)

Address of Creditor: C/O Bass & Associates, P.C.
3936 E. Ft. Lowell Suite 200
Tucson, AZ 85712

[Signature]
(Signature of Creditor Representative)
Jennifer Pursley
(Printed Name and Title of Individual Signing
for Creditor)

Date of creditor acceptance:

8/19/09

Form 240A - Reaffirmation Agreement (Cont.)

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PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

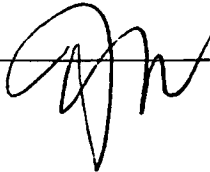
I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ *[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: _____

Signature of Debtor's Attorney: _____

Date: _____

A handwritten signature in black ink, appearing to be 'J. M.', is written over the signature line.

Form 240A - Reaffirmation Agreement (Cont.)

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PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete sections 1 and 2. OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]

MUST be completed

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$2921.56, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$2474.60 leaving \$446.96 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: _____

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: Phillip Cummings
(Debtor)

(Joint Debtor, if any)

Date: 08-04-09

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

Form 240A - Reaffirmation Agreement (Cont.)

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PART E: MOTION FOR COURT APPROVAL

[To be completed and filed only if the debtor is not represented by an attorney during the course of negotiating this agreement.]

MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income)

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

CONSUMER CREDIT RETAIL INSTALLMENT CONTRACT/SECURITY AGREEMENT

H.O. COPY

SELLER'S NAME: MVP Enterprise
 ADDRESS: 44 Woodland Ln.
Greenville SC 29607
 PHONE: 864-296-0707
 COUNTY: Greenville
 CITY: Greenville
 STATE: SC
 ZIP: 29607
 COUNTY: Greenville
 CITY: Greenville
 STATE: SC
 ZIP: 29607

This contract covers your installment purchase from us of the following property:

PROPERTY: Security
 Model: Security
 Serial No.: 1030704066
 Price: \$1000.00

Customer: We've written this Contract in simple language to help you understand its terms. Please read your Contract carefully and feel free to ask us any questions. The words "you" and "your" mean the Buyer(s). The words "we", "us" and "our" mean the Seller shown above or any Holder of this Contract.

UNITED CONSUMER FINANCIAL SERVICES COMPANY
Sale is subject to credit approval.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Setting Price: \$
 Sales Tax: Include
 ITEMIZATION OF AMOUNT FINANCED
 1. CASH PRICE (TOTAL of all property above) \$ 1000.00
 2. CASH DOWNPAYMENT \$ 0
 3. TRADE-IN None \$ 0
 4. TOTAL DOWNPAYMENT (Item 2 plus 3) \$ 0
 5. UNPAID BALANCE/AMOUNT FINANCED \$ 1000.00
 (Item 1 less 4)
 The property above is purchased for use primarily for personal, family or household purposes unless another purpose is noted.

Amount Financed	Finance Charge	Annual Percentage Rate	Total of Payments	Total Sale Price
The amount of credit provided to you or on your behalf.	The dollar amount the dealer will cost you.	The rate of your credit as a yearly rate.	The amount you will have paid after all scheduled payments.	The total cost of your purchase on credit, including your downpayment (if any).
\$1000.00	\$412.28	23.99%	\$1412.28	\$1412.28

Your payment schedule will be:
 Number of Payments: 36
 Amount of Payments: \$39.23
 Starting: Feb 16, 2009

Late Charge: If a payment is 10 days or more late, you will be charged \$8.00 or 5% of the late payment, whichever is less. See the reverse side of this Agreement for any additional information about non-payment, default, any requirement of repayment in full before the scheduled date, and prepayment refunds and penalties.

The first installment is due one month from the date of this Contract unless otherwise specified. Prepayment: If you pay off early, you may be entitled to a refund of a part of the Finance Charge. Security: You are giving a security interest in the goods or property being purchased.

READ ALL OF THE CONTRACTUAL TERMS ON THE REVERSE SIDE. SUCH TERMS ARE A PART OF THIS CONTRACT AS IF SET FORTH AT THIS POINT. NOTICE TO THE BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONSUMER CREDIT RETAIL INSTALLMENT CONTRACT, AND HAVE RECEIVED ORAL NOTICE OF YOUR CANCELLATION RIGHTS.

SIGNED BY: Phillip Cummings DATE: 01-03-09
 SELLER'S SIGNATURE: [Signature] BUYER'S SIGNATURE: [Signature]

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION 1-3-09

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram.

SELLER'S NAME: MVP Enterprise ADDRESS: 44 Woodland Ln.
 CITY: Greenville State: SC Zip: 29607 NOT LATER THAN MIDNIGHT OF 1-17-09

I HEREBY CANCEL THIS TRANSACTION 1

-0547 STATUS AS OF 6/05/09 PAGE 1
PHYLLIS W CUMMINGS HP
S N C 9 HWY BP
SSN -0419
COLUMBUS NC 99999 REMITTANCE CTR
LOUISVILLE

07252 - ANTHONY J DARBY (T.FINLEY)

1ST PMT DUE # OF PMTS SCHED PMT CONTRACT AMT
2/16/09 36 39.23 1,412.28

DATE DUE	DATE PAID	CHECK AMOUNT	LATE CHG	PD	CD	TRANSACTION AMOUNT	BALANCE
1/09	1/08/09				NA	1412.28	1412.28
2/09	2/03/09	39.23			PMT	39.23	1373.05
3/09	3/04/09	39.23			PMT	39.23	1333.82
	4/27/09				LC	1.96	1333.82
	4/28/09				LCW	1.96	1333.82
4/09	4/29/09	326.85			ADJ	326.85	1006.97
4/09	4/29/09	1006.97			ADJ	1006.97	
4/09	5/20/09	326.85			ADJ	326.85	326.85
6/11	5/20/09	1006.97			ADJ	1006.97	1333.82
4/09	5/20/09	375.03			ADJ	375.03	958.79

NEXT PMT	DELINQUENT	CONTRACT
DUE DATE	# OF DAYS	DATE
6/16/11	0	1/03/09

PURPOSE: INFORMATIONAL

CALL INSTANT CREDIT NOW @ 1-800-222-8237

AMOUNT FINANCED 3		TERM (MONTHS)		DATE	
CREDIT APPLICATION - UNITED CONSUMER FINANCIAL SERVICES UCFS #					
I AM APPLICANT TO APPLY FOR A SEPARATE ACCOUNT					
TYPE OF CREDIT REQUESTED: <input checked="" type="checkbox"/> JOINT WITH ANOTHER PERSON, COMPLETE BOTH BUYER INFORMATION SECTIONS. 7252					
<input type="checkbox"/> INDIVIDUAL - IN YOUR OWN NAME RELYING ON YOUR OWN INCOME. 8					
FIRST NAME PHYLLIS		LAST NAME DUMINING		BIRTH DATE 4-11-49	
INITIAL W		EMPLOYER (SOURCE OF INCOME) KEYSTROKES		YRS. THERE 1	
STREET ADDRESS 2 NC 9 Hwy		CITY, STATE COLUMBUS NC		ZIP 28902	
MAILING ADDRESS (R.F.D. BOX ETC.) SAME		CITY, STATE NC		ZIP 28902	
HOME PHONE & AREA CODE		SOCIAL SECURITY NUMBER -0419		DEPENDENTS 2	
PREVIOUS ADDRESS (If less than 2 yrs. at present City, State, Zip)		DRIVERS LICENSE # OR I.D. #		CELL PHONE NUMBER	
BUYER #2 INFORMATION					
FIRST NAME		LAST NAME		BIRTH DATE	
ADDRESS		HOME PHONE		EMPLOYER (SOURCE OF INCOME) RETIRED	
CITY, STATE		CITY, STATE		ZIP	
SOCIAL SECURITY #		JOB TITLE		EMPLOYER PHONE	
DRIVERS LICENSE # OR I.D. #		CELL PHONE NUMBER		YOUR E-MAIL ADDRESS	
REFERENCES					
LANDLORD OR MORTGAGE HOLDER		PROPERTY VALUE		PROPERTY TAX	
(1) CREDIT REFERENCE					
(2) CREDIT REFERENCE					
CHECKING ACCT #		YES <input type="checkbox"/> NO <input type="checkbox"/>		BANK NAME & ADDRESS (CITY)	
SAVINGS ACCT #		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		HAVE YOU BEEN DECLARED BANKRUPT IN THE PAST 7 YEARS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
(1) NAME & ADDRESS (If not living with you)		RELATIVE'S PHONE		RELATIONSHIP	
(2) NAME & ADDRESS (If not living with you)		REFERENCE'S PHONE		RELATIONSHIP	

TO THE BEST OF MY KNOWLEDGE, ALL OF THE INFORMATION ON THIS CREDIT APPLICATION IS COMPLETE AND ACCURATE. I AUTHORIZE THE SELLER OR ANY ASSIGNEE (INCLUDING, BUT NOT LIMITED TO, UNITED CONSUMER FINANCIAL SERVICES) TO MAKE WHATEVER INQUIRIES THEY DEEM NECESSARY TO EVALUATE MY CREDIT AND IF THEY EXTEND CREDIT TO COLLECT, SKIP TRACE OR SERVICE MY ACCOUNT. I EXPRESSLY AUTHORIZE ANY THIRD PARTY (I.E., CREDIT REPORTING AGENCY, CREDITOR, BANK OR FINANCIAL INSTITUTION, EMPLOYER, LANDLORD, ETC.) TO RELEASE WHATEVER INFORMATION IS REQUESTED CONCERNING ME THAT THE SELLER OR ITS ASSIGNEE MAY REQUEST FOR THESE PURPOSES. IF A CREDIT REPORT IS OBTAINED BY AN ASSIGNEE, I AUTHORIZE THE ASSIGNEE TO SHARE INFORMATION IN THAT REPORT WITH THE SELLER.

SEE THE REVERSE SIDE FOR ANY REQUIRED LEGAL NOTIFICATIONS.

BUYER #1 SIGNATURE Phyllis D. Cumming DATE 1-3-09 BUYER #2 SIGNATURE Phyllis D. Cumming DATE 01-03-09

BEST TIME OF DAY TO CONTACT BUYER AT HOME: _____ AM/PM OK TO VERIFY AT WORK? ☐ YES ☒ NO

UCFS ACCOUNT NO.

05457

AUTHORIZATION FOR PREAUTHORIZED PAYMENTS
(See preauthorized debit information/instructions on reverse side)

REVIEW

Sign here if you authorize United Consumer Financial Services (UCFS) to begin _____ (total # of pmts) monthly electronic funds transfers (EFT, Debits) of equal amount(s) to automatically make all payments required under the credit obligation associated with this credit application and preauthorized payment authorization not to exceed \$ _____ (monthly pmt amt). Please attach a VOIDED CHECK so that we can record the correct banking information.

This authority is to remain in full force and effect until UCFS is paid in full, or UCFS and/or Bank/Financial Institution have received written notification from me of its termination at such time and in such manner as to afford UCFS and Bank/Financial Institution a reasonable opportunity to act on it.

BUYER #1 SIGNATURE

BUYER #2 SIGNATURE

If you have any questions, please write or call UCFS at 855 Bassett Rd. Westlake, Ohio 44145 (1-800-348-8237)

100-110000-01-000001

LAW OFFICES

BASS & ASSOCIATES

A PROFESSIONAL CORPORATION

WWW.BASS-ASSOCIATES.COM

FT LOWELL CORPORATE CENTER

SUITE 200

3936 E FT LOWELL RD

TUCSON, AZ 85712

August 20, 2009

Dear Clerk of the Court:

Enclosed please find a Chapter 7 Reaffirmation Agreement. I respectfully request that it be filed in your court and that a stamped filed copy is returned to our office in the enclosed blue envelope.

Thank you.

Sincerely

Bethany Maldonado
Administrative Assistant